

**BAZAARVOICE, INC.
MASTER AGREEMENT**

LAST UPDATED – AUGUST 31, 2017

You accept and agree to be bound by the terms and conditions in this Master Agreement ("**Agreement**"). This Master Agreement governs your relationship with Bazaarvoice, Inc. ("**Bazaarvoice**"). Bazaarvoice provides a wide range of Services, so in addition to this Agreement, additional terms found in applicable statements of work, service orders, service terms of use or similar-type documents ("Service Terms") may apply. In the event of a conflict between this Agreement and any Service Terms, those Service Terms will control. Each party represents and warrants that it has read and understands all of the provisions of this Agreement. If you are entering this Agreement on behalf of a company or other legal entity, you represent and warrant that you have authority to bind such entity to this Agreement, in which case the terms "you" or "your" refer to such entity.

1. DEFINITIONS

- 1.1. "Bazaarvoice Network Services" refers to the full scope of services provided by Bazaarvoice to all clients.
- 1.2. "Legacy Content" means content that exists prior to this Agreement.
- 1.3. "Network Data" is data that is generated, stored or collected by Bazaarvoice technologies (e.g cookies, web beacons, pixels, or mobile SDKs.) Network Data includes but is not limited to, user identifiers, interaction data, and impressions. Network Data does not include Service Data or PII.
- 1.4. "Personally Identifiable Information" or "PII" is information that can reasonably used to identify a specific individual.
- 1.5. "Service Data" is data provided by you for the purpose of facilitating the Services. Service Data includes but is not limited to, product information included in feeds and transaction detail information such as unit prices and cart values.
- 1.6. "Services" means services as described in any Service Terms you have entered into with Bazaarvoice.

2. SERVICES

- 2.1 Provision of Services. Subject to the terms and conditions of this Agreement, including without limitation your payment of all of the undisputed fees due, Bazaarvoice will provide the Services in accordance with the terms of this Agreement and any in any applicable Service Terms. You may not use the Services in violation of the terms of this Agreement.
- 2.2 Loyalty, Rewards and Similar Programs. If you elect to use the Services in conjunction with a loyalty, rewards, contest, sweepstakes or similar program, then you acknowledge and agree that you are responsible for ensuring that such program, including without limitation the earning, redemption and expiration of points and rewards, is compliant with all applicable laws, codes, rules and regulations.
- 2.3 Authenticity. You and Bazaarvoice shall comply with the terms of Bazaarvoice's Authenticity Policy which can be found at www.bazaarvoice.com/legal/authenticity-policy.

2.4 Account Protection. In the event that you become aware that the security of your login information has been compromised or breached, you must deactivate such account or change the account's login credentials. Additionally, you shall promptly deactivate the account or change the login credentials for any individual (e.g., former employee) that no longer is authorized by you to access the Services.

2.5 Assistance. You shall provide Bazaarvoice with all information and assistance as reasonably requested and required for Bazaarvoice to activate and operate the Services. Further detail on your assistance can be found in the applicable Service Terms.

3. PROPRIETARY RIGHTS

3.1 Service Ownership; License; Retained Rights. Bazaarvoice owns all right, title, and interest in and to the Services, including, without limitation, all modifications, improvements, upgrades, derivative works, and feedback related thereto and all intellectual property rights therein. Bazaarvoice grants you a limited, revocable, royalty-free, non-exclusive, non-transferable license to use the Services for the term of the applicable Service Terms. You acknowledge that the rights granted under this Agreement do not provide you with title to or ownership of the Services, but only a right to use the Services subject to and under the terms and conditions of this Agreement. All rights not expressly granted to you hereunder are reserved by Bazaarvoice.

3.2 Restrictions. Unless otherwise permitted in writing by Bazaarvoice, you may not, and may not knowingly permit any third party to, (i) copy, reproduce, modify, translate, prepare derivative works of, de-compile, reverse engineer, disassemble or otherwise attempt to derive source code from the Services; (ii) use, evaluate or view the Services for the purpose of designing or creating a product or service competitive to Bazaarvoice's products or services; or (iii) resell, use the Services in a service bureau, or provide services for a third party in any manner.

3.3 Data Collection, Ownership, and Use.

3.3.1 Client Data. As between you and Bazaarvoice, you own all PII and Service Data. Nothing contained herein will be

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construed as granting Bazaarvoice ownership of any data owned by you.

3.3.2 Bazaarvoice Data. Bazaarvoice owns all Network Data. Unless it has been aggregated or anonymized, Network Data will only be disclosed as necessary to provide you the Services.

3.3.3 License. You grant Bazaarvoice a limited, non-exclusive, royalty-free, irrevocable, world-wide license to use data owned by you as necessary to provide, improve, monitor and develop the Bazaarvoice Network Services for the duration of the Agreement. Unless it has been aggregated or anonymized, data owned by you will only be disclosed as necessary to provide you the Services.

4.4 Confidential Information. “**Confidential Information**” means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally, or by inspection of tangible objects (i) that the disclosing party identifies as confidential or proprietary; or (ii) that reasonably appears to be confidential or proprietary because of legends or other markings, the circumstances of disclosure, or the nature of the information itself. You acknowledge that the Services, the terms of this Agreement and any Services Order, and any other proprietary or confidential information provided to you by Bazaarvoice constitute valuable proprietary information and trade secrets of Bazaarvoice. Bazaarvoice acknowledges that the Confidential Information you provide to Bazaarvoice constitutes your valuable proprietary information and trade secrets. Each party agrees to preserve the confidential nature of the other party’s Confidential Information by retaining and using the Confidential Information in trust and confidence, solely for its use as permitted and in connection with this Agreement, and by using the same degree of protection that such party uses to protect similar proprietary and confidential information, but in no event less than reasonable care. Each party will have the right to seek an injunction (without having to post a bond) to prevent any breach or continued breach of this section. Each receiving party agrees to promptly report any breaches of this section to the disclosing party. Notwithstanding the foregoing, an unauthorized disclosure does not include any disclosure of information which (i) is now, or becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public without breach of this Agreement by the receiving party (ii) was acquired by the receiving party without restriction as to use or disclosure before receiving such information from the disclosing party, as shown by the receiving party’s files and records immediately prior to the time of disclosure; (iii) is obtained by the receiving party without restriction as to use or disclosure by a third party authorized to make such disclosure; or (iv) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information, as shown by documents and other competent evidence in the receiving party’s possession.

4. WARRANTY; LIMITATIONS OF LIABILITY; INDEMNITY

4.1 Bazaarvoice Warranty. Bazaarvoice represents and warrants that (i) it has all right, title, and interest necessary to provide the Services to you under the terms set forth in this Agreement (ii) the Services will perform materially in accordance

with the terms of this Agreement; (iii) the functionality of the Services will not be materially decreased during any Service Term; (iv) the Services will not contain any viruses, time bombs or other disabling code; (v) the Services will comply with all applicable laws, codes, regulations and ordinances in all material respects; (vi) it will use industry standard methods and technology to maintain the security and integrity of the Service and your Confidential Information; and (v) it will maintain a privacy policy that fully and accurately reflects its data collection, use and processing practices.

4.2 Your Warranty. You represent and warrant that (i) in relation to the Services, you will comply with all applicable laws, codes, regulations and ordinances in all material respects; (ii) you have any and all consents and authorizations as may be necessary for Bazaarvoice to provide the Services.

4.3 Warranty Disclaimer. EXCEPT AS SET FORTH HEREIN, BAZAARVOICE DISCLAIMS ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS, IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE SERVICES OR ANY SUPPORT RELATED THERETO, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERFERENCE, ACCURACY OF DATA, AND WARRANTIES ARISING FROM A COURSE OF DEALING.

4.4 Limitations of Liability. THE LIMITATIONS OF LIABILITY IN SECTIONS 4.4.1 AND 4.4.2 WILL APPLY IRRESPECTIVE OF ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND ALSO APPLY REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH DAMAGES ARE SOUGHT. IN NO EVENT WILL THE LIMITATIONS APPLY TO THE AMOUNTS DUE FOR SERVICES UNDER THE AGREEMENT. BOTH PARTIES SHALL USE REASONABLE EFFORTS TO MITIGATE THE DAMAGES FOR WHICH THE OTHER PARTY IS RESPONSIBLE. HOWEVER, IN NO EVENT WILL THE LIMITATIONS APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

4.4.1 No Special Damages. EXCEPT FOR CLAIMS ARISING OUT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY IS LIABLE TO THE OTHER PARTY FOR ANY COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR LOSS OF INFORMATION (“SPECIAL DAMAGES”), OF ANY PARTY, INCLUDING THIRD PARTIES, REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF THE FOREGOING.

4.4.2 Liability Cap. EXCEPT FOR CLAIMS ARISING OUT OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR SECTION 3.2 - RESTRICTIONS, IN NO EVENT WILL THE TOTAL COLLECTIVE LIABILITY OF EITHER PARTY UNDER THIS AGREEMENT EXCEED THE AGGREGATE FEES PAID OR OWED BY YOU UNDER THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT WILL THIS LIMITATION APPLY TO THE AMOUNTS DUE FOR SERVICES UNDER THE AGREEMENT.

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4.5 Your Indemnity. You shall indemnify, defend, and hold harmless Bazaarvoice, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to reasonable attorneys' fees), resulting from any judgment or proceeding, or any settlement agreement, from a third party's claim that arises out of (a) your breach of any applicable laws, regulations, codes or ordinances, including but not limited to privacy law; and (b) arising from a third party's claim that your website on which the Services are provided or any application you develop infringes any trademark, copyright or patent in the United States.

4.6 Bazaarvoice Indemnity. Bazaarvoice shall indemnify, defend, and hold harmless you, your officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to reasonable attorneys' fees), resulting from any judgment or proceeding, or any settlement agreement, from a third party's claim that arises out of (a) Bazaarvoice's breach of any applicable laws, regulations, codes or ordinances, including but not limited to privacy law; and (b) arising from a third party's claim that the Services, as provided by Bazaarvoice to you within the scope of this Agreement, infringe any trademark, copyright or patent in the United States. Bazaarvoice has no liability to indemnify a claim of infringement to the extent it arises from: (i) infringing matter supplied or developed by you; (ii) unauthorized modifications or uses of the Services; or (iii) your acts or omissions not in accordance with the terms of this Agreement. If your use of the Services is enjoined or is likely to be enjoined due to a third party claim of infringement for which Bazaarvoice is required to indemnify you under this Agreement then Bazaarvoice may, at its expense and within its sole discretion, do one of the following: (x) procure for you the right to continue using the Services; (y) replace or modify the enjoined Service to make it non-infringing but functionally equivalent; or (z) terminate the enjoined Service and return any fees paid for enjoined Services not yet rendered.

4.6.1 The indemnification obligations set forth in this Section 4.6 are Bazaarvoice's sole and exclusive obligations with respect to any IP claim for which Bazaarvoice has an obligation to indemnify you.

4.7 Indemnification Conditions. The indemnification obligations contained in this Agreement are conditioned upon: (a) notice by the indemnitee to the indemnitor of any claim, action or demand for which indemnity is claimed within five (5) days of the indemnitee receiving notice of such claim (failure to meet this condition does not exempt the indemnitor of its indemnification obligation, except to the extent that failure has materially prejudiced the indemnitor's ability to defend the claim); (b) complete control of the defense and settlement by the indemnitor, provided that no settlement may be made without the consent of the indemnitee, such consent not to be unreasonably withheld or delayed; and (c) reasonable cooperation by the indemnitee in the defense as the indemnitor may request. The indemnitee has the right to participate in the defense against the indemnified claims with counsel of its choice and at its own expense but may not confess judgment, admit liability or take any other actions prejudicial to the defense. Further, the indemnitee may not settle an indemnified claim unless the indemnitor has declined to defend.

4.8 Proportional Liability. Each indemnitor's liability to pay or reimburse any indemnified claim is limited to the extent of the indemnitor's proportional contribution. Neither party has any liability to the extent that any losses in conjunction with indemnified claims are attributable to acts or omissions of the other party or its indemnities.

5. TERM

5.1 Term. This Agreement commences on the date you enter into Service Terms with Bazaarvoice. This Agreement automatically terminates in the event there are no active Service Terms for three (3) months.

5.2 Termination for Breach. In addition to any other remedies it may have, if either party breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days after written notice from the non-breaching party, the non-breaching party may terminate this Agreement or specific Service Terms upon ten (10) days' written notice. Upon termination of this Agreement or a Service due solely to a breach by Bazaarvoice, Bazaarvoice shall refund a pro rata portion of any fees paid for services not yet rendered as of the date of termination.

6. INSURANCE; GENERAL

6.1 Insurance. During the term of this Agreement and for one (1) year thereafter, Bazaarvoice will maintain insurance of the type and in the amounts specified below:

6.1.1 Workers' Compensation and Employers Liability in accordance with all federal, state, and local requirements and coverage with a minimum limit of \$1,000,000 each accident, with a policy limit of not less than \$1,000,000;

6.1.2 Commercial General Liability, including coverage for bodily injury, property damage and personal injury liability, with a minimum limit of \$1,000,000 each occurrence;

6.1.3 Business Automobile Liability covering all vehicles that Bazaarvoice hires or leases in an amount not less than \$1,000,000 combined single limit for bodily injury and property damages;

6.1.4 Commercial Excess Umbrella in an amount not less than \$5,000,000 each occurrence and annual aggregate;

6.1.5 Technology Errors and Omissions coverage in an amount not less than \$5,000,000 each occurrence.

6.1.6 All insurance obtained by Bazaarvoice will be underwritten by an insurer having a minimum AM Best insurance rating of "A-". Upon request, Bazaarvoice will furnish you certificates of insurance and/or other appropriate documentation evidencing all of the coverage described in this Section 6.

6.2 Independent Contractors. In performing under this Agreement, each party is acting as independent contractor, and in no way are the parties to be construed as partners, joint venturers, or agents of one another in any respect.

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6.3 Subcontractors. If Bazaarvoice subcontracts any portion of the Services or support, training or maintenance services to a third party, Bazaarvoice (i) shall require such subcontractor to comply with the material terms and conditions of this Agreement, and (ii) remains responsible for any acts or omissions of its subcontractors as if such acts or omissions were performed by Bazaarvoice.

6.4 Force Majeure. Neither party will be in default for failing to perform any obligation hereunder, if such failure is caused solely by supervening conditions beyond the parties' respective control, including without limitation acts of God, civil commotion, Third Party Sites, strikes, terrorism, failure of third party networks or the public Internet, power outages, industry-wide labor disputes or governmental demands or restrictions.

6.5 Assignment. Either party may assign this Agreement in connection with (i) a merger where the contracting entity does not survive such merger, or (ii) the sale of all or substantially all of the contracting entity's assets related hereto. Except as expressly stated in this section, neither party may assign its rights or obligations under this Agreement without obtaining the other party's prior written consent. Any assignment in contravention of this subsection is void.

6.6 Notice and Delivery. Except as otherwise provided herein, all notices, statements and other documents, and all approvals or consents that any party is required or desires to give to any other party will be given in writing and will be served in person, by express mail, by certified mail, by overnight delivery, by facsimile, or by electronic mail at the respective addresses set forth below, or at such other addresses as may be designated by such party. Delivery will be deemed conclusively made (i) at the time of service, if personally served, (ii) five days after deposit in the United States mail, properly addressed and postage prepaid, if delivered by express mail or certified mail, (iii) upon confirmation of delivery by the private overnight deliverer, if served by overnight delivery, and (iv) at the time of electronic transmission (with successful transmission confirmation). Delivery of a copy of this Agreement, notice, or such other document bearing an original signature, by electronic mail in "portable document format" ("pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

If to Bazaarvoice:

Bazaarvoice, Inc.
10901 Stonelake Blvd
Austin, Texas 78759
ATTN: Legal
Email: legal@bazaarvoice.com

Notices to you will be addressed to the contact designated in writing by you to Bazaarvoice for your relevant account, and in the case of billing-related notices, to the relevant contact designated by you.

7.8 Miscellaneous. This Agreement is governed by the laws of the State of Texas (excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction). Further, the parties agree that any claim or cause of action under or relating to this Agreement shall be brought in the state or federal courts located in Austin, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. This Agreement, and all applicable Service Terms, constitutes the entire agreement between the parties regarding the subject matter stated herein, and supersedes all previous communications, representations, understandings, and agreements, either oral, electronic, or written. An amendment to this Agreement is only valid if in writing and acknowledged by an executive or duly-authorized representative of both parties. If any provision of this Agreement, or the application thereof, is for any reason and to any extent determined by a court of competent jurisdiction to be invalid or unenforceable under applicable law, a valid provision that most closely matches the intent of the original will be substituted and the remaining provisions of this Agreement will be interpreted so as best to reasonably affect its original intent. No delay or omission by a party to exercise any right or power occurring upon any breach or default by the other party with respect to any of the terms of this Agreement will impair any such right or power or be construed to be a waiver. Any provision of this Agreement, which contemplates performance or observance subsequent to termination or expiration of this Agreement (including, without limitation, confidentiality, limitation of liability and indemnification provisions) survive termination or expiration of this Agreement and continue in full force and effect. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. If an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions of this Agreement.